

CONFIDENTIALITY AGREEMENT

I, the undersigned employee or contractor of _____, a behavioral health organization participating in the NorthSTAR Program, have requested authorization by the NorthSTAR Information Systems Coordinator to have access to the NorthSTAR information system which will contain the following Confidential Information.

Demographic identifying information (i.e., name, address, date of birth, sex, social security number, Medicaid identification number, NorthSTAR identification number) regarding NorthSTAR enrollees and potential enrollees.

I understand that authorization will be limited to the Confidential Information described above. I agree to report immediately to the designated TDMHMR Information Service Project Director any information other than that described above that I am able to access.

I agree to comply with all federal and state laws and regulations regarding such Confidential Information, including but not limited to information, the disclosure of which is prohibited by state and/or federal law or regulations including, but not limited to the following:

- a. §1902(a)(7) of the Social Security Act (42 U.S.C. §1396(a)(7));
- b. §§12.003 and 21.012, Human Resources Code;
- c. §576.005 and Chapter 611, Health and Safety Code;
- d. 45 CFR Parts 160 and 164;
- e. 42 CFR Part 2;
- f. 42 CFR Part 431, Subpart F, §431.300-431.307
- g. 40 TAC §71.12, and
- h. 25 TAC Chapter 403K.

I agree to use all Confidential Information only to carry out those duties and responsibilities of my employment which are authorized by the NorthSTAR Contract for Services. I will only access Confidential Information which I have a need to know. I will not in any way divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information except as properly authorized within the scope of my employment. I will not misuse or carelessly handle Confidential Information.

I will safeguard my access code/password and will not disclose my access code/password or any other authorization I have that allows access to Confidential Information. I accept responsibility for all activities I perform using my access code/password and other authorization. I will retain the confidentiality and integrity of Confidential Information.

I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity or availability of Confidential Information. I understand that any report I make about suspect activities will be held in confidence to the extent permitted by law, including my name.

I understand that my obligations under this Confidentiality Agreement will continue after termination of my association with the NorthSTAR Program or with _____.
DSHS may revoke my access code or other authorized access to Confidential Information for any reason. My access privileges are subject to periodic review, revision, and if appropriate, renewal.

I understand that neither I nor _____ has any right or ownership interest in any Confidential Information. I understand that I will be held responsible for my misuse or wrongful disclosure of Confidential Information and for my failure to safeguard my access code/password or other authorized access to Confidential Information.

Signature

Date